

Control	0912-72-747
Project	C 912-72-747
Highway	VA
County	HARRIS

ADDENDUM ACKNOWLEDGMENT

Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

ADDENDUM NO. 1	<input type="checkbox"/>
ADDENDUM NO. 2	<input type="checkbox"/>
ADDENDUM NO. 3	<input type="checkbox"/>
ADDENDUM NO. 4	<input type="checkbox"/>
ADDENDUM NO. 5	<input type="checkbox"/>

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the Commission or other designees.

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PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS WORK CONSISTING OF REHABILITATE BRIDGE HARRIS COUNTY, TEXAS

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 91 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union made payable to the Texas Transportation Commission in the following amount:

FIFTY-FOUR THOUSAND (Dollars) (\$54,000)

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

• **Signed:** **

(1) _____ (2) _____ (3) _____

Print Name:

(1) _____ (2) _____ (3) _____

Title:

(1) _____ (2) _____ (3) _____

Company:

(1) _____ (2) _____ (3) _____

- Signatures to comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

* **When the working days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

NOTICE TO CONTRACTORS

ANY CONTRACTORS INTENDING TO BID ON ANY WORK TO BE AWARDED BY THIS DEPARTMENT MUST SUBMIT A SATISFACTORY “AUDITED FINANCIAL STATEMENT” AND “EXPERIENCE QUESTIONNAIRE” AT LEAST TEN DAYS PRIOR TO THE LETTING DATE.

UNIT PRICES MUST BE SUBMITTED IN ACCORDANCE WITH ITEM 2 OF THE STANDARD SPECIFICATIONS OR SPECIAL PROVISION TO ITEM 2 FOR EACH ITEM LISTED IN THIS PROPOSAL.

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

Hereinafter called the Principal, and (Surety Name) _____

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Oblige, in the sum of not less than two percent (2%) of the department's engineer's estimate, rounded to the nearest one thousand dollars, not to exceed one hundred thousand dollars (\$100,000) as a proposal guaranty (amount displayed on the cover of the proposal), the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

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NOW, THEREFORE, if the Oblige shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Oblige in accordance with the terms of such bid, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract in accordance with the terms of such bid, this bond shall become the property of the Oblige, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this _____ Day of _____ 20_____

By: _____
(Contractor/Principal Name)

(Signature and Title of Authorized Signatory for Contractor/Principal)

*By: _____
(Surety Name)

(Signature of Attorney-in-Fact)

Impressed
Surety Seal
Only

*Attach Power of attorney (Surety) for Attorney-in-Fact

This form may be removed from the proposal.

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BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT):

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IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: _____ Date: _____

Title: _____

For (Contractor's Name): _____

Project _____ County _____

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NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the Department at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the Department. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

\$ _____
Total Bid Amount

Control 0001-03-030
 Project STP 2000(938)HES
 Highway SH 20
 County EL PASO

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	I04	509	X	REMOV CONC (SDWLK)	MSY	266.400	\$10.000	\$2,664.00	1
						Total Bid Amount	\$2,664.00		

Signed _____
 Title _____
 Date _____

Additional Signature for Joint Venture:

Signed _____
 Title _____
 Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

ALT	ITEM-CODE			UNIT BID PRICE <u>ONLY</u> WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC NO	S.P. NO.				
	190	026		RED OAK 1 1/2 - 1 3/4 GAL BB	EA	9.000	1
					L	E	

Unit price for each plant in place

	249	014		FLEX BASE(DEL)(DENSOT)(TY A GR4 CL2)	TON	56,787.00	14
					L	E	

Unit price for each ton of Flexible Base

	430	001	001	CL A CONC FOR EXT STR (CULV)	CY	45.000	27
					L	E	

Unit price for each cubic yard of Concrete

	610	007	001	RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S	EA	13.000	7
					L	E	

Unit price of each Roadway Illumination Assembly

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

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ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	361	7044		FULL-DEPTH REPAIR CRCP (VAR DEPTH) DOLLARS and CENTS	CY	270.000	1
	361	7047		FULL-DEPTH REP(BR APPR SLAB)(9"-13") DOLLARS and CENTS	CY	140.000	2
	401	7001		FLOWABLE BACKFILL DOLLARS and CENTS	CY	7.000	3
	420	7148		CLASS K CONCRETE (MISC) DOLLARS and CENTS	CY	13.000	4
	427	7003		OPAQUE SEALER FINISH DOLLARS and CENTS	SF	11,149.220	5
	427	7007		BLAST FINISH DOLLARS and CENTS	SF	11,149.220	6
	429	7003		CONC STR REPAIR(DECK REP(PART DEPTH)) DOLLARS and CENTS	SF	262.000	7
	429	7005		CONC STR REPAIR(DECK REP (FULL DEPTH)) DOLLARS and CENTS	SF	378.000	8
	429	7007		CONC STR REPAIR (VERTICAL & OVER- HEAD) DOLLARS and CENTS	SF	1,047.000	9
	429	7009		CONC STR REPAIR (STANDARD) DOLLARS and CENTS	SF	195.000	10
	438	7001		CLEANING AND SEALING EXISTING JOINTS DOLLARS and CENTS	LF	1,747.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	438	7009		RESIZING AND SEALING JOINTS DOLLARS and CENTS	LF	229.000	12
	438	7010		CLEANING AND SEALING JOINTS (FOAM) DOLLARS and CENTS	LF	66.000	13
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	14
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	8.000	15
	503	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	800.000	16
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	250.000	17
	505	7002		TMA (MOBILE OPERATION) DOLLARS and CENTS	HR	400.000	18
	512	7013		PORT CTB (DES SOURCE)(SGL SLP)(TY 1) DOLLARS and CENTS	LF	630.000	19
	512	7037		PORT CTB (STKPL)(SGL SLP)(TY 1) DOLLARS and CENTS	LF	630.000	20
	512	7070		PORT CTB (CONNECTION HARDWARE) DOLLARS and CENTS	EA	25.000	21
	545	7001		CRASH CUSH ATTEN (DES SOURCE) DOLLARS and CENTS	EA	1.000	22
	545	7004		CRASH CUSH ATTEN (REMOVE) DOLLARS and CENTS	EA	1.000	23

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	545	7006		CRASH CUSH ATTEN (INSTL)(L)(N)(TL3) DOLLARS and CENTS	EA	1.000	24
	662	7061		WK ZN PAV MRK REMOV (W)4"(BRK) DOLLARS and CENTS	LF	1,480.000	25
	662	7064		WK ZN PAV MRK REMOV (W)4"(SLD) DOLLARS and CENTS	LF	6,003.000	26
	662	7072		WK ZN PAV MRK REMOV (W)8"(SLD) DOLLARS and CENTS	LF	791.000	27
	662	7097		WK ZN PAV MRK REMOV (Y)4"(SLD) DOLLARS and CENTS	LF	5,938.000	28
	778	7004		CONCRETE RAIL REPLACEMENT (IN-KIND) DOLLARS and CENTS	LF	42.000	29
	780	7001		CNC CRACK REPAIR (DISCRETE)(GRAVITY) DOLLARS and CENTS	LF	400.000	30
	780	7002		CNC CRACK REPAIR (DISCRETE)(INJECT) DOLLARS and CENTS	LF	570.000	31
	785	7010		BRIDGE JOINT REPLACEMENT (ARMOR) DOLLARS and CENTS	LF	415.000	32
	785	7011		BRIDGE JOINT REPLACEMENT (SEJ) DOLLARS and CENTS	LF	214.000	33
	787	7001		REPLACING ELASTOMERIC BEARING PADS DOLLARS and CENTS	EA	8.000	34
	4013	7001		SPECIAL SURFACE FILLER DOLLARS and CENTS	GAL	26.100	35

PROJECT C 912-72-747
 COUNTY HARRIS

Proposal Sheet
 TxDOT
 FORM 234-B I-61-5M

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	4014	7001		SPECIAL PROTECTIVE COAT and DOLLARS CENTS	SY	1,238.790	36

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking "Yes" or "No" below, is true, accurate, and complete.

- A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

_____ YES

_____ NO

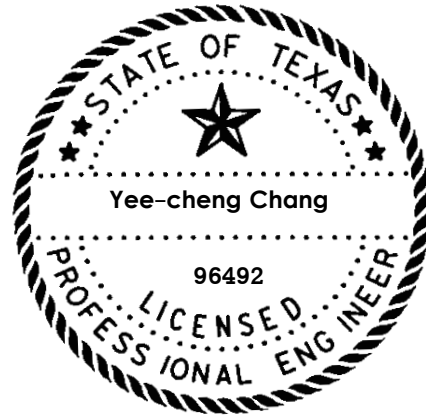
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

ENGINEER SEAL

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Project C 912-72-747
Highway VA
County HARRIS

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by
Yee-cheng Chang, P.E.
SEPTEMBER 27, 2024

County: Harris

Control: 0912-72-747

Highway: Various

General:

Area Engineer contact information for this project follows:

Jamal Elahi, P.E.

Jamal.Elahi@txdot.gov

Vanessa Bosques, P.E.

Vanessa.bosques@txdot.gov

Submit any questions about this project via the “Letting Pre-Bid Q&A” web page, located at:

<https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors>

The “Letting Pre-Bid Q&A” web page for each project can be accessed by scrolling or filtering the dashboard using the controls on the left side to navigate to the project. Hover over the blue hyperlink of the project to view the Q&A and click on the link in the window that pops up.

Large files with relevant project documentation, such as geotechnical reports, as-built plans, and cross-sections will continue to be provided on the following FTP site:

[Index of /pub/txdot-info/Pre-Letting Responses/Houston District \(state.tx.us\)](https://pub.txdot-info/Pre-Letting%20Responses/Houston%20District) or

<https://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting%20Responses/Houston%20District/>

If fixed features require, the governing slopes shown may vary between the limits shown and to the extent determined by the Engineer.

Superelevate the curves to match the existing surface.

Notify the Engineer immediately if discrepancies are discovered in the horizontal control or the benchmark data.

The following standard detail sheets are modified:

Modified Standards

CLEANING AND SEALING EXISTING BRIDGE JOINTS

References to manufacturer’s trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved, except for roadway illumination, electrical, and traffic signal items.

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Highway: Various

The cost for materials, labor, and incidentals to provide for traffic across the roadway and for ingress and egress to private property in accordance with Section 7.2.4 of the standard specifications is subsidiary to the various bid items. Restore access roadways to their original condition upon completing construction.

Grade street intersections and median openings for surface drainage.

If a foundation is to be placed where a riprap surface or an asphalt concrete surface presently exists, use caution in breaking out the existing surface for placement. Break out no greater area than is required to place the foundation. After placing the foundation, wrap the periphery with 0.5 in. pre-molded mastic expansion joint. Then replace the remaining portion of the broken-out surface with Class A or Class C concrete or cold mix asphalt concrete to the exact slope, pattern, and thickness of the existing riprap or asphalt. Payment for breaking out the existing surface, wrapping the foundation, and replacing the surface is subsidiary to the various bid items.

The lengths of the posts for ground mounted signs and the tower legs for the overhead sign supports are approximate. Verify the lengths before ordering these materials to meet the existing field conditions and to conform to the minimum sign mounting heights shown in the plans. Furnish aluminum Type A signs instead of plywood signs for signs shown on the Summary of Small Signs sheet.

Stencil the National Bridge Inventory (NBI) number on each existing bridge shown on these plans. The NBI number is shown above the title block for each bridge layout.

Clearly mark or highlight on the shop drawings, the items being furnished for this project. Submit required shop drawings in accordance with the shop drawing distribution list shown in the note for Item 5 for review and distribution.

Unless otherwise shown on the plans or otherwise directed, commence work after sunrise and ensure construction equipment is off the road by sunset.

General: Roadway Illumination and Electrical

For roadway illumination and electrical items, use materials from pre-qualified producers as shown on the Construction Division (CST) of the Department's material producers list. Check the latest link on the Department's website for this list. The category/item is "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials found on this list.

Perform electrical work in conformance with the National Electrical Code (NEC) and the Department's standard sheets.

County: Harris

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Highway: Various

General: Site Management

Mow the grass and weeds within the project limits a maximum of 3 times a year as directed. This work is subsidiary to the various bid items.

Mark stations every 100 ft. and maintain the markings for the project duration. Remove the station markings at the completion of the project. This work is subsidiary to the various bid items.

Do not mix or store materials, or store or repair equipment, on top of concrete pavement or bridge decks unless authorized by the Engineer. Permission will be granted to store materials on surfaces if no damage or discoloration will result.

Personal vehicles of employees are not permitted to park within the right of way, including sections closed to public traffic. Employees may park on the right of way at the Contractor's office, equipment, and materials storage yard sites.

Assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property unless approved in writing by the District Engineer.

Control the dust caused by construction operations. For sweeping the base material in preparation for laying asphalt and for sweeping the finished concrete pavement, use one of the following types of sweepers or approved equal:

Tricycle Type

Wayne Series 900
Elgin White Wing
Elgin Pelican

Truck Type - 4 Wheel

M-B Cruiser II
Wayne Model 945
Mobile TE-3
Mobile TE-4
Murphy 4042

General: Traffic Control and Construction

Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.

This project requires extensive grading operations in an environmentally sensitive area.

If relocating mailboxes, place them with the post firmly in the ground at nearby locations. Upon completing the project, the Engineer will locate the final mailbox placement. Perform this work in accordance with the requirements of the Item, "Mailbox Assemblies," except for measurement and payment. This work is subsidiary to the various bid items.

County: Harris**Control:** 0912-72-747**Highway:** Various

If fences cross construction easements shown on the plans and work is required beyond the fences, remove and replace the fences as directed. This work and the materials are subsidiary to the various bid items.

When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

General: Utilities

Consider the locations of underground utilities depicted in the plans as approximate and employ responsible care to avoid damaging utility facilities. Depending upon scope and magnitude of planned construction activities, advanced field confirmation by the utility owner or operator may be prudent. Where possible, protect and preserve permanent signs, markers, and designations of underground facilities.

If the Contractor damages or causes damage (breaks, leaks, nicks, dents, gouges, etc.) to the utility, contact the utility facility owner or operator immediately.

At least 72 hours before starting work, make arrangements for locating existing Department-owned above ground and underground fiber optic, communications, power, illumination, and traffic signal cabling and conduit. Do this by calling the Department's Houston District Traffic Signal Operations Office at 713-802-5662, or by e-mailing the Department's Houston District Traffic Signal Operations Office at: HOU-LocateRequest@txdot.gov, to schedule marking of underground lines on the ground. Use caution if working in these areas to avoid damaging or interfering with existing facilities.

Notify the Engineer at least 48 hours before constructing junction boxes at storm drain and utility intersections.

Install or remove poles and luminaires located near overhead or underground electrical lines using established industry and utility safety practices. Consult the appropriate utility company before beginning such work.

If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the Department.

If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

Perform electrical work in conformance with the National Electrical Code (NEC) and Department's standard sheets.

County: Harris

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Before beginning any underground work, notify the City of Houston's Chief Inspector, Public Works and Engineering, to establish the locations of any existing electrical systems for lighting facilities within the limits of this project.

Item 5: Control of Work

Submit shop drawings electronically for the fabrication of items as documented in Table 1 below. Information and requirements for electronic submittals can be viewed in the “Guide to Electronic Shop Drawing Submittal” which can be accessed through the following web link, https://ftp.txdot.gov/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf References to 11 in. x 17 in. sheets in individual specifications for structural items imply electronic CAD sheets.

Table 1
Construction Specification Required Shop/Working Drawing Submittals - TxDOT Generated Plans

Spec Item No.'s	Product	Submittal Required	Approval Required (Y/N)	Contractor/Fabricator P.E. Seal Required	Reviewing Party	Shop or Working Drawing (Note 1)
7.16.1&.2	Construction Load Analyses	Y	Y	Y	B	WD
434	Elastomeric Bearing Pads (All)	Y	Y	N	B	SD
441	Bridge Protective Assembly	Y	Y	N	B	SD
450	Railing	Y	Y	N	A	SD

Notes:

1. Document flow for Working Drawings differs from Shop Drawings in that Working Drawings must be submitted to the Engineer rather than the Engineer of Record and they are for the information of the Engineer only; an approval stamp and distribution to all project offices is not required.

Key to Reviewing Party

A - Area Office	
Area Office	Email Address
Southeast Area Office	HOU-SEHAShpDrwgs@txdot.gov
B - Houston Bridge Engineer	
Bridge Design (Houston TxDOT)	HOU-BrgShpDrwgs@txdot.gov

Table 2
Construction Specification Required Shop/Working Drawing Submittals - Consultant Generated Plans

Spec Item No.'s	Product	Submittal Required	Approval Required (Y/N)	Contractor/Fabricator P.E. Seal Required	Reviewing Party	Shop or Working Drawing (Note 1)
7.16.1&.2	Construction Load Analyses	Y	Y	Y	D	WD
434	Elastomeric Bearing Pads (All)	Y	Y	N	D	SD
441	Bridge Protective Assembly	Y	Y	N	D	SD
450	Railing	Y	Y	N	D	SD

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Notes:

1. Document flow for Working Drawings differs from Shop Drawings in that Working Drawings must be submitted to the Engineer rather than the Engineer of Record and they are for the information of the Engineer only; an approval stamp and distribution to all project offices is not required.

Key to Reviewing Party

D – Consultant: Submit to Engineer of Record at email@host.xxx	
A - Area Office	
Area Office	Email Address
Southeast Area Office	HOU-SEHAShpDrwgs@txdot.gov
B - Houston Bridge Engineer	
Bridge Design (Houston TxDOT)	HOU-BrgShpDrwgs@txdot.gov

Item 7: Legal Relations and Responsibilities

Do not initiate activities in a Project Specific Location (PSL), associated with a U.S. Army Corps of Engineers (USACE) permit area, that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include those pertaining to, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The permit area includes the waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Assume responsibility for consultations with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Department with a copy of consultations or approvals from the USACE before initiating activities.

The Contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self-determination has been made that the PSL is non-jurisdictional or if proper USACE clearances have been obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The Contractor is solely responsible for documenting any determinations that their activities do not affect a USACE permit area. Maintain copies of their determinations for review by the Department or any regulatory agency.

Document and coordinate with the USACE, if required, before hauling any excavation from or hauling any embankment to a USACE permit area by either 1 or 2 below:

1. **Restricted Use of Materials for the Previously Evaluated Permit Areas.**
 Document both the Project Specific Locations (PSL) and their authorization. Maintain copies for review by the Department or any regulatory agency. When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
 - a. Suitable excavation of required material in the areas shown on the plans and cross sections as specified in the Item, “Excavation” is used for permanent or temporary fill (under the Item, “Embankment”) within a USACE permit area.
 - b. Suitable embankment (under the Item, “Embankment”) from within the USACE permit area is used as fill within a USACE evaluated area.

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- c. Unsuitable excavation or excess excavation, "Waste" (under the Item, "Excavation"), that is disposed of at a location approved within a USACE evaluated area.
- 2. Contractor Materials from Areas Other than Previously Evaluated Areas.**
- Provide the Department with a copy of USACE coordination or approvals before initiating any activities for an area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:
- a. The Item, "Embankment" used for temporary or permanent fill within a USACE permit area.
 - b. Unsuitable excavation or excess excavation, "Waste" (under the Item, "Excavation"), that is disposed of outside a USACE evaluated area.

This project does not require a U.S. Army Corps of Engineers (USACE) Section 404 Permit before letting, but if a permit is needed during construction, assume responsibility for preparing the permit application. Submit the permit application to the Department's District Environmental Section for approval. Once the permit application is approved, the Department will submit it to the USACE. Assume responsibility for the requested revisions, in coordination with the Department's District Environmental Section.

Maintain the roadway slope stability. Maintaining slope stability is subsidiary to the various bid items.

If the work is on or in the vicinity of an at-grade railroad crossing, involves incidental work on railroad right of way, or involves construction of a railroad grade separation structure, notify the railroad company's Division Engineer and the Department's Project Engineer at least 30 days before performing any work on the railroad right of way and make arrangements for railroad flaggers unless otherwise shown in the contract. Obtain the required Railroad Right of Entry Permit from the railroad company. Payment of applicable permit fees is the responsibility of the Contractor. Acquiring the Railroad Right of Entry Permit is a lengthy process, allow sufficient time for this.

This project is on a hurricane evacuation route. Provide at the pre-construction meeting a written plan outlining procedures to suspend work, secure the job site, and safely handle traffic through and across the project in the event of a hurricane evacuation.

During the hurricane season (June 1 through November 30), do not close any travel lanes except when the Contractor can demonstrate that he/she can provide labor, equipment, material, a work plan, and quality of work to satisfactorily return all lanes to an open, all-weather travel surface within 3 days of receiving written or verbal notice but no later than 3 days before the predicted hurricane landfall. Construction of temporary lanes to an all-weather surface will be paid for in accordance with Article 9.7, "Payment for Extra Work and Force Account Method."

County: Harris

Control: 0912-72-747

Highway: Various

In addition to lane closures, cease work 3 days before the predicted hurricane landfall on or near the roadway that adversely impacts the flow of traffic and reduces the capacity of the highway during an evacuation. Vehicles of the Contractor, subcontractors, or material suppliers will not be allowed to enter or exit the traffic stream, including those for the purpose of material hauling and delivery, and mobilization or demobilization of equipment. When directed, this prohibition will include a reasonable time period for the evacuees to return to their point of origin.

No significant traffic generator events have been identified.

Item 8: Prosecution and Progress

The Department will not adjust the number of days for the project and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the time determination schedule.

Working days will be computed and charged as shown on the plans in accordance with Section 8.3.1.6 (Other). Working days will be charged as shown on the plans, excluding national holidays, regardless of weather conditions or material availability, as determined by the Engineer, for a continuous period as shown in Item 502.

The Lane Closure Assessment Fee is \$ 967.00 per lane per hour. This fee applies to the Contractor for closures or obstructions that overlap into restricted hour traffic for each hour or portion thereof, per lane, regardless of the length of lane closure or obstruction. For Restricted Hours subject to Lane Assessment Fee refer to the Item, "Barricades, Signs, and Traffic Handling." The time increment for the Lane Closure Assessment fee for this project is one hour.

Item 361: Full Depth Repair of Concrete Pavement

Locations will be determined on the field by the engineer.

Remove only the quantity of pavement replaceable during the daily allowable work schedule.

Remove loose sub-base material and replace it with concrete. Use a bondbreaker, such as a polyethylene sheet, at the interface between the replaced sub-base material and the new concrete pavement.

Supply polyethylene fabric on the job site sufficient to cover the area of repair.

Do not place concrete if impending weather may result in rainfall or low temperatures that may impair the quality of the finished work.

Repair portions of the concrete pavement surfaces that are damaged while in a plastic state before those areas receive permanent pavement markings and open to traffic. Perform repairs

County: Harris

Control: 0912-72-747

Highway: Various

that are structurally equivalent to and cosmetically uniform with adjacent undamaged areas. Do not repair by grouting onto the surface.

Ready mix concrete will be permitted if the equipment and construction methods can produce the desired results. Hand finishing will be permitted.

Perform saw cutting as shown on the plans in accordance with Section 360.4.10, "Sawing Joints." This saw cutting is subsidiary to this bid Item.

Item 421: Hydraulic Cement Concrete

Entrained air is required in all slip formed concrete (bridge rail, concrete traffic barrier, pavement, etc.), but is not required for other structural concrete. Adjust the dosage of air entraining agent for low air content as directed or allowed by the Engineer. If entrained air is provided where not required, do not exceed the manufacturer's recommended dosage.

Item 427: Surface Finishes for Concrete

Provide a Surface Area I finish for structures. Use concrete paint for the surface finish.

Item 502: Barricades, Signs, and Traffic Handling

Use a traffic control plan for handling traffic through the various phases of construction. Follow the phasing sequence unless otherwise agreed upon by the Area Engineer and the Project Manager. Ensure this plan conforms to the latest "Texas Manual on Uniform Traffic Control Devices" and the latest Barricade and Construction (BC) Standard Sheets. The latest versions of Work Zone Standard Sheets WZ (BTS-1) and WZ (BTS-2) are the traffic control plan for the signal installations.

Submit changes to the traffic control plan to the Area Engineer. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.

Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices" for typical construction layouts.

Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.

Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling."

County: Harris

Control: 0912-72-747

Highway: Various

Before detouring traffic onto the mainlane shoulders, remove dirt, debris, vegetation, and other deleterious material from the surface of the shoulders. Appropriately sign the detour in an approved manner. This work is subsidiary to the various bid items.

Coordinate and schedule the work with the appropriate Metro representative if requiring access to the High Occupancy Vehicle lanes.

Cover or remove the permanent signs and construction signs that are incorrect or that do not apply to the current situation for a particular phase.

Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.

Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.

Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight.

Do not reduce the existing number of lanes open to traffic except as shown on the following time schedule:

Full Closure

- NBI 12-102-0271-16-484
- NBI 12-102-0500-03-241
- NBI 12-102-0500-03-271
- NBI 12-102-0500-03-213
- NBI 12-102-0500-03-214
- NBI 12-102-0500-03-215
- NBI 12-102-0500-03-210
- NBI 12-102-0177-11-296
- NBI 12-102-0271-14-474
- NBI 12-102-0508-01-242
- NBI 12-102-0271-07-144
- NBI 12-102-0271-14-061

Day	Daytime Closure Hours	Nighttime Closure Hours	Restricted Hours Subject to Lane Assessment Fee
Monday	12:00AM – 5AM	Not Permitted	5:00AM – 12:00PM 12:00PM- 12:00AM
Tuesday Through Thursday	Not Permitted	Not Permitted	12:00AM – 12:00PM 12:00PM – 12:00AM
Friday	Not Permitted	9:00PM – 12:00AM	12:00AM – 9:00PM

County: Harris

Control: 0912-72-747

Highway: Various

Day	Daytime Closure Hours	Nighttime Closure Hours	Restricted Hours Subject to Lane Assessment Fee
Saturday	12:00AM – 12:00PM	12:00PM – 12:00AM	N/A
Sunday	12:00AM – 12:00PM	12:00PM – 12:00AM	N/A

The above times are approved for the traffic control conditions listed. The Area Engineer may approve other closure times if traffic counts warrant. The Area Engineer may reduce the above times for special events.

Law enforcement assistance will be required for this project and is expected to be required for major traffic control changes and lane closures. Coordinate with local law enforcement and arrange for law enforcement as directed or agreed by the Engineer. Before payment will be made, complete the “Daily Report on Law Enforcement Force Account Work” (Form 318), provided by the Department and submit daily invoices that agree with this form for any day during the month in which approved services were provided.

Provide full-time, off-duty, uniformed, certified peace officers, as part of traffic control operations. The peace officers must be able to show proof of certification by the Texas Commission on Law Enforcement Officers Standards. The cost of the officers is paid for on a force account basis.

A minimum of 7 days in advance of any total closure, notify the Houston District Public Information Office of which roadways, ramps, intersections, or lanes will be closed, the dates they will remain closed, and when they will be opened again to traffic.

A minimum of 7 days in advance of any total closure, place a Portable Changeable Message (PCM) sign at the location of each total closure which informs the traveling public of the details of the closure. Alternately, if the Traffic Control Plan provides a positive barrier at the location, a non-trailer mounted static message board sign behind the positive barrier may be used in place of a PCM.

During construction, remove, cover, adjust, or replace overhead sign panels to correspond with each current traffic control phase. The desirable size of letters for freeways is 10 in., the minimum is 8 in. This work is subsidiary to Item 502.

Before closing any City of Houston sidewalk, one or more city street lanes, or entire city streets during construction, obtain a permit to do so from the City. Obtain the required permit in person at the City of Houston Permit Office or apply online at <http://www.gims.houstontx.gov>.

The Contractor Force Account “Safety Contingency” that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor’s Responsible Person based on weekly or more frequent traffic management reviews on the project. The

County: Harris

Control: 0912-72-747

Highway: Various

Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Item 505: Truck-Mounted Attenuator (TMA) and Trailer Attenuator (TA)

A shadow vehicle with Truck-Mounted Attenuators (TMAs) or Trailer Attenuators (TAs) is required as shown on the appropriate Traffic Control Plan (TCP) sheets. TMAs/TAs must meet the requirements of the Compliant Work Zone Traffic Control Device List.

Level 3 Compliant TMAs/TAs are required for this project.

A total of one (1) shadow vehicle with a TMA/TA is required for the work, except for Pavement Marking Operations. The Contractor is responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMAs/TAs needed on the project.

A total of three (3) shadow vehicles with a TMA/TA are required for Pavement Marking Operations. The Contractor is responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMAs/TAs needed on the project.

In addition to the shadow vehicles with TMAs/TAs that are specified as being required on the TCP layout sheets for this project, provide additional shadow vehicles with TMAs/TAs as shown on the TCP Standard sheets. The Contractor is responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMAs/TAs needed on the project.

Item 506: Temporary Erosion, Sedimentation and Environmental Controls

The use of hay bales is not permitted as Storm Water Pollution Prevention Plan (SWP3) measures.

The Storm Water Pollution Prevention Plan (SWP3) consists of temporary erosion control measures needed and provided for under this Item. The disturbed area is less than one acre and use of erosion control measures is not anticipated. If physical conditions encountered at the job site require necessary controls, BMP installation, maintenance, and removal will be paid as extra work on a force account basis per Articles 4.4 and 9.7. Since the disturbed area is less than 5 acres, a "Notice of Intent" (NOI) is not required.

Use appropriate measures to prevent, minimize, and control the spill of hazardous materials in the construction staging area. Remove and dispose of materials in compliance with State and Federal laws.

County: Harris

Control: 0912-72-747

Highway: Various

Before starting construction, review with the Engineer the SWP3 used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control features as shown on the SWP3.

Schedule the seeding or sodding work as soon as possible. The project schedule provides for a vegetation management plan.

After completing earthwork operations, restore and reseed the disturbed areas in accordance with the Department's specifications for permanent or temporary erosion control.

Implement temporary and permanent erosion control measures to comply with the National Pollution Discharge Elimination System (NPDES) general permit under the Clean Water Act.

Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way and protect environmental resources.

Immediately address chemical and hydrocarbon spills caused by the Contractor. Keep a spill kit onsite.

Item 512: Portable Traffic Barrier

Transport Standard Height Portable Traffic Barriers (including J-J Hook and Safety Shape) used for traffic handling from the Department's stockpile located on the south side of IH 610 at Cedar Crest Blvd. (located across IH 610 from Long Drive).

Use only the J-J Hook type connection between barriers.

After completing the project, return Standard Height Portable Traffic Barriers (including J-J Hook and Single Slope) used for traffic handling, to the Department's stockpile located on the south side of at IH 610 at Cedar Crest Blvd. (located across IH 610 from Long Drive). After completing the project, return the associated Single Slope barrier connecting hardware to the area office or as directed.

If placing the portable traffic barrier on pre-stressed concrete box beams with exposed reinforcing steel, protect the reinforcing steel by supporting the portable traffic barrier on 4 in. by 4 in. timbers. Place the timbers transversely and space them on 4 ft. centers. The cost of the labor and materials to perform this work are subsidiary to the Item, "Portable Traffic Barrier."

Item 545: Crash Cushion Attenuators

After completing the project, return remaining unused crash cushion attenuators units to the Area Office Maintenance yard or as directed, at no cost to the Department.

A MASH compliant crash cushion attenuator is required for every temporary and permanent installation.

County: Harris

Control: 0912-72-747

Highway: Various

Item 662: Work Zone Pavement Markings

At the end of each workday, mark roadways that remain open to traffic during construction operations with standard pavement markings, in accordance with the latest “Texas Manual on Uniform Traffic Control Devices.”

Using raised markers for removable work zone pavement markings on final concrete surfaces is optional.

For transition lane lines and detour lane lines, use raised pavement markers as shown for solid lines on the latest Barricade and Construction standard sheet for “Work Zone Pavement Marking Details.”

Use Type III glass beads for thermoplastic and multipolymer pavement markings.

Use a 0.100 in. (100 mil) thickness for thermoplastic pavement markings, measured to the top of the thermoplastic, not including the exposed glass beads.

Use a 0.022 in. (22 mil) thickness for multipolymer pavement markings, measured to the top of the multipolymer, not including the exposed glass beads.

For roadways with asphalt surfaces to be striped with work zone or permanent thermoplastic markings, the Contractor has the option to apply paint and beads markings for a maximum 30-day period until placing the thermoplastic markings, or until starting the succeeding phase of work on the striped area. Maintain the paint and beads markings, at no expense to the Department, until placing the thermoplastic markings or starting the succeeding phase of work on the striped area. The work zone markings, whether paint and beads or thermoplastic, are paid under the Item, “Work Zone Pavement Markings” and the markings are paid for only once for the given phase of construction.

If using paint and bead markings as described above, purchase the traffic paint from the open market.

If the Type II markings become dirty and require cleaning by washing, brushing, compressed air, or other approved methods before applying the Type I thermoplastic markings, this additional cleaning is subsidiary to the Item, “Retroreflectorized Pavement Markings.”

Establish the alignment and layout for work zone striping and permanent striping.

Stripe all roadways before opening them to traffic.

Place pavement markings under these items in accordance with details shown on the plans, the latest “Texas Manual on Uniform Traffic Control Devices,” or as directed.

When design details are not shown on the plans, provide pavement markings for arrows, words, and symbols conforming to the latest “Standard Highway Sign Designs for Texas” manual.

County: Harris

Control: 0912-72-747

Highway: Various

Item 787: Replacing Elastomeric Bearing Pads

Provide bridge jacking plans signed and sealed by a professional engineer to raise the bridge for bearing pad replacement.

CONTROL : 0912-72-747
PROJECT : C 912-72-747
HIGHWAY : VA
COUNTY : HARRIS

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
----- TRANSPORTATION SEPTEMBER 1, 2024.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

- ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
- ITEM 361 FULL-DEPTH REPAIR OF CONCRETE PAVEMENT <360><421><431>
<440>
 - ITEM 401 FLOWABLE BACKFILL <421>
 - ITEM 420 CONCRETE SUBSTRUCTURES <400><404><421><422><426><427>
<440><441><448>
 - ITEM 427 SURFACE FINISHES FOR CONCRETE <420><740>
 - ITEM 429 CONCRETE STRUCTURE REPAIR <421><431><440><780>
 - ITEM 438 CLEANING AND SEALING JOINTS <454>
 - ITEM 500 MOBILIZATION
 - ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
 - ITEM 503 PORTABLE CHANGEABLE MESSAGE SIGN
 - ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
 - ITEM 512 PORTABLE TRAFFIC BARRIER <420><421><424><440><442><445>
<502><514>
 - ITEM 545 CRASH CUSHION ATTENUATORS <421><502>
 - ITEM 662 WORK ZONE PAVEMENT MARKINGS <666><668><672><677>
 - ITEM 778 CONCRETE RAIL REPAIR <427><429><450><776>
 - ITEM 780 CONCRETE CRACK REPAIR
 - ITEM 785 BRIDGE JOINT REPAIR OR REPLACEMENT <429><438><448><449>
<454>
 - ITEM 787 REPLACING ELASTOMERIC BEARING PADS <420><429><434><442>
<495>

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE
----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED
HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL LABOR PROVISIONS FOR STATE PROJECTS (000---005)
WAGE RATES
SPECIAL PROVISION "NONDISCRIMINATION" (000---001)
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"
(000---016)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)"
(000---017)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---018)
SPECIAL PROVISION "SMALL BUSINESS ENTERPRISE IN STATEFUNDED PROJECTS"
(000---019)

SPECIAL SPECIFICATIONS:

ITEM 4013 SPECIAL SURFACE FILLER
ITEM 4014 SPECIAL CONCRETE PROTECTIVE COAT

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER
PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-
LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL
PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-
CATIONS FOR THIS PROJECT.

Control 0912-72-747

Project C 912-72-747

Highway VA

County HARRIS

SMALL BUSINESS ENTERPRISE REQUIREMENTS

The following goal for small business enterprises is established:

SBE
0.0%

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

CONFLICT OF INTEREST CERTIFICATION

Pursuant to Texas Government Code Section 2261.252(b), the Department is prohibited from entering into contracts in which Department officers and employees have a financial interest.

By signing the Contract, the Contractor certifies that it is not prohibited from entering into a Contract with the Department as a result of a financial interest as defined under Texas Government Code Section 2261.252(b), and that it will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest with the Department.

The Contractor also certifies that none of the following individuals, nor any of their family members within the second degree of affinity or consanguinity, owns 1% or more interest or has a financial interest as defined under Texas Government Code Section 2261.252(b) in the Contractor:

- Any member of the Texas Transportation Commission; and
- The Department's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, and Director of Contract Services.

Violation of this certification may result in action by the Department.

E-VERIFY CERTIFICATION

Pursuant to Texas Transportation Code §223.051, all TxDOT contracts for construction, maintenance, or improvement of a highway must include a provision requiring Contractors and subcontractors to use the U.S. Department of Homeland Security's E-Verify system to determine employment eligibility. By signing the contract, the Contractor certifies that prior to the award of the Contract:

- the Contractor has registered with and will, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement; and
- the Contractor will require that all subcontractors also register with and, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the subcontract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement.

Violation of this requirement constitutes a material breach of the Contract, subjects a subcontractor to removal from the Contract, and subjects the Contractor or subcontractors to possible sanctions in accordance with Title 43, Texas Administrative Code, Chapter 10, Subchapter F, "Sanctions and Suspension for Ethical Violations by Entities Doing Business with the Department."

Certification Regarding Disclosure of Public Information

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least \$1 million in public funds must:

- 1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
- 2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
- 3) on completion of the contract, either:
 - A. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
 - B. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

* As defined in Government Code §552.003, “Contracting information” means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

- 1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
- 2) solicitation or bid documents relating to a contract with a governmental body;
- 3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
- 4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
- 5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. "Boycott" means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
- 2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT OR SERVICES

The Federal Register Notice issued the Final Rule and states that the amendment to 2 CFR 200.216 is effective on August 13, 2020. The new 2 CFR 200.471 regulation provides clarity that the telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable for services and equipment from these specific providers. OMB's Federal Register Notice includes the new 2 CFR 200.216 and 2 CFR 200.471 regulations.

<https://www.federalregister.gov/documents/2020/08/13/2020-17468/guidance-for-grants-and-agreements>

Per the Federal Law referenced above, use of services, systems, or services or systems that contain components produced by any of the following manufacturers is strictly prohibited for use on this project. Therefore, for any telecommunications, CCTV, or video surveillance equipment, services or systems cannot be manufactured by, or have components manufactured by:

- Huawei Technologies Company,
- ZTE Corporation (any subsidiary and affiliate of such entities),
- Hytera Communications Corporation,
- Hangzhou Hikvision Digital Technology Company,
- Dahua Technology Company (any subsidiary and affiliate of such entities).

Violation of this prohibition will require replacement of the equipment at the contractor's expense.

Special Provision to Item 000

Special Labor Provisions for State Projects



1. GENERAL

This is a "Public Works" Project, as provided under Government Code, Chapter 2258, "Prevailing Wage Rates," and is subject to the provisions of the statute. No provisions in the Contract are intended to conflict with the provisions of the statute.

The Commission has ascertained and indicated in the Special Provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the Specifications as minimum wage rates for the Contract.

2. MINIMUM WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT

All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board, or trade at a particular place, or with a particular person, as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work and station work. The minimum wage paid will be exclusive of equipment rental on any shipment that the worker or subcontractor may furnish in connection with their work.

Take responsibility for carrying out the requirements of this Specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion, or deduction designated to evade, reduce, or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Act established one and one-half (1-1/2) pay for overtime in excess of 40 hr. worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any worker to work more than 40 hr. in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hr. in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the Contract are indicated in the Special Provisions, and these rates govern as minimum wage rates on this Contract. A penalty of \$60 per calendar day or portion of a calendar day for each worker who is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker,

will determine within 30 days whether good cause exists to believe that the Contractor or a subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Article 224 et seq., "Revised Statutes").

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" in accordance with 29 USC § 206 as that statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

3. RECORD AND INSPECTIONS

Keep copies of weekly payrolls for review. Require subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day, and per diem wage paid each worker together with a complete record of all deductions made from such wages. Keep records for a period of 3 yr. from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- quantity of piece work performed,
- price paid per piece-work unit, and
- total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require subcontractors to post or make available to employees the prevailing wage rates from the Contract.

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-05-2024 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed herein and not in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-05-2024.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20240002)	ZONE TX03 *(TX20240003)	ZONE TX04 *(TX20240004)	ZONE TX05 *(TX20240005)	ZONE TX06 *(TX20240006)	ZONE TX07 *(TX20240007)	ZONE TX08 *(TX20240008)	ZONE TX24 *(TX20240024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20240027)	ZONE TX28 *(TX20240028)	ZONE TX29 *(TX20240029)	ZONE TX30 *(TX20240030)	ZONE TX37 *(TX20240037)	ZONE TX38 *(TX20240038)	ZONE TX42 *(TX20240042)
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88	\$15.72	\$15.58	\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87	\$14.05	\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21	\$11.65	\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	\$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08	\$11.99		\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85	\$12.64	\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38	\$12.64	\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator				\$16.05		\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator				\$14.67					\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less				\$18.22		\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85	\$17.27		\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	\$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				\$20.52		\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62	\$14.26		\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator				\$20.32		\$17.24										
1139	Electrician	\$20.96		\$19.87	\$19.80		\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	\$19.87
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67	\$17.19		\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52	\$17.04		\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	\$13.52
1150	Flagger	\$9.30	\$9.10	\$8.50	\$10.28	\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03	\$8.81	\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	\$13.93
1360	Foundation Drill Operator, Crawler Mounted				\$17.99					\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05	\$21.51		\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	\$22.05
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40	\$13.85		\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33	\$14.96		\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	\$13.02
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	\$12.90
1187	Mechanic	\$20.14	\$15.47	\$17.47	\$17.74	\$17.00	\$17.10			\$17.68	\$18.94	\$18.58	\$17.00	\$16.61	\$18.46	\$16.96	\$17.47

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20240002)	ZONE TX03 *(TX20240003)	ZONE TX04 *(TX20240004)	ZONE TX05 *(TX20240005)	ZONE TX06 *(TX20240006)	ZONE TX07 *(TX20240007)	ZONE TX08 *(TX20240008)	ZONE TX24 *(TX20240024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20240027)	ZONE TX28 *(TX20240028)	ZONE TX29 *(TX20240029)	ZONE TX30 *(TX20240030)	ZONE TX37 *(TX20240037)	ZONE TX38 *(TX20240038)	ZONE TX42 *(TX20240042)
1380	Milling Machine Operator Motor Grader Operator,	\$15.54	\$14.64	\$12.22	\$14.29		\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	\$12.80
1390	Fine Grade	\$17.49	\$16.52	\$16.88	\$17.12	\$18.37	\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83	\$16.20	\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12	\$16.85	\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08	\$12.26		\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures Pavement Marking Machine Operator					\$21.29	\$18.34						\$21.29			\$18.62	
1396	Operator	\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															\$14.95	
1205	Pipelayer		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11
1513	Sign Erector Slurry Seal or Micro-Surfacing Machine Operator																
1708	Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker Trenching Machine Operator, Heavy						\$16.00										
1440	Trenching Machine Operator, Light						\$18.48										
1437	Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41
1612	Truck Driver Transit-Mix				\$14.14					\$14.14							
1600	Truck Driver, Single Axle Truck Driver, Single or Tandem Axle Dump Truck	\$12.74	\$10.82	\$10.75	\$13.04	\$11.61	\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	\$10.75
1606	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$11.33	\$14.53	\$11.95	\$12.95		\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Tunneling Machine Operator, Heavy	\$12.49	\$12.12	\$12.50	\$13.42		\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	\$12.50
1441	Tunneling Machine Operator, Light																
1442	Welder		\$14.02		\$14.86		\$15.97		\$13.74	\$14.84					\$13.78		
1706	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70	\$11.57	\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	\$11.76

Notes:

*Represents the USDOL wage decision.

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	28	Donley	37	Karnes	27	Reagan	37
Andrews	37	Duval	30	Kaufman	25	Real	37
Angelina	28	Eastland	37	Kendall	7	Red River	28
Aransas	29	Ector	2	Kenedy	30	Reeves	8
Archer	25	Edwards	8	Kent	37	Refugio	27
Armstrong	2	El Paso	24	Kerr	27	Roberts	37
Atascosa	7	Ellis	25	Kimble	37	Robertson	7
Austin	38	Erath	28	King	37	Rockwall	25
Bailey	37	Falls	28	Kinney	8	Runnels	37
Bandera	7	Fannin	28	Kleberg	27	Rusk	4
Bastrop	7	Fayette	27	Knox	37	Sabine	28
Baylor	37	Fisher	37	Lamar	28	San Augustine	28
Bee	27	Floyd	37	Lamb	37	San Jacinto	38
Bell	7	Foard	37	Lampasas	7	San Patricio	29
Bexar	7	Fort Bend	38	LaSalle	30	San Saba	37
Blanco	27	Franklin	28	Lavaca	27	Schleicher	37
Borden	37	Freestone	28	Lee	27	Scurry	37
Bosque	28	Frio	27	Leon	28	Shackelford	37
Bowie	4	Gaines	37	Liberty	38	Shelby	28
Brazoria	38	Galveston	38	Limestone	28	Sherman	37
Brazos	7	Garza	37	Lipscomb	37	Smith	4
Brewster	8	Gillespie	27	Live Oak	27	Somervell	28
Briscoe	37	Glasscock	37	Llano	27	Starr	30
Brooks	30	Goliad	29	Loving	37	Stephens	37
Brown	37	Gonzales	27	Lubbock	2	Sterling	37
Burleson	7	Gray	37	Lynn	37	Stonewall	37
Burnet	27	Grayson	25	Madison	28	Sutton	8
Caldwell	7	Gregg	4	Marion	28	Swisher	37
Calhoun	29	Grimes	28	Martin	37	Tarrant	25
Callahan	25	Guadalupe	7	Mason	27	Taylor	2
Cameron	3	Hale	37	Matagorda	27	Terrell	8
Camp	28	Hall	37	Maverick	30	Terry	37
Carson	2	Hamilton	28	McCulloch	37	Throckmorton	37
Cass	28	Hansford	37	McLennan	7	Titus	28
Castro	37	Hardeman	37	McMullen	30	Tom Green	2
Chambers	38	Hardin	38	Medina	7	Travis	7
Cherokee	28	Harris	38	Menard	37	Trinity	28
Childress	37	Harrison	42	Midland	2	Tyler	28
Clay	25	Hartley	37	Milam	28	Upshur	4
Cochran	37	Haskell	37	Mills	37	Upton	37
Coke	37	Hays	7	Mitchell	37	Uvalde	30
Coleman	37	Hemphill	37	Montague	37	Val Verde	8
Collin	25	Henderson	28	Montgomery	38	Van Zandt	28
Collingsworth	37	Hidalgo	3	Moore	37	Victoria	6
Colorado	27	Hill	28	Morris	28	Walker	28
Comal	7	Hockley	37	Motley	37	Waller	38
Comanche	37	Hood	28	Nacogdoches	28	Ward	37
Concho	37	Hopkins	28	Navarro	28	Washington	28
Cooke	37	Houston	28	Newton	28	Webb	3
Coryell	7	Howard	37	Nolan	37	Wharton	27
Cottle	37	Hudspeth	8	Nueces	29	Wheeler	37
Crane	37	Hunt	25	Ochiltree	37	Wichita	5
Crockett	8	Hutchinson	37	Oldham	37	Wilbarger	37
Crosby	2	Irion	2	Orange	38	Willacy	30
Culberson	8	Jack	28	Palo Pinto	28	Williamson	7
Dallam	37	Jackson	27	Panola	28	Wilson	7
Dallas	25	Jasper	28	Parker	25	Winkler	37
Dawson	37	Jeff Davis	8	Parmer	37	Wise	25
Deaf Smith	37	Jefferson	38	Pecos	8	Wood	28
Delta	25	Jim Hogg	30	Polk	28	Yoakum	37
Denton	25	Jim Wells	27	Potter	2	Young	37
DeWitt	27	Johnson	25	Presidio	8	Zapata	30
Dickens	37	Jones	25	Rains	28	Zavala	30
Dimmit	30			Randall	2		

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, as amended (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

The Texas Department of Transportation, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Department.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

- 3.1. **Compliance with Regulations.** The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 3.2. **Nondiscrimination.** The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports.** The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Department to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Recipient, or the Department as appropriate, and must set forth what efforts it has made to obtain the information.
- 3.5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Recipient must impose such Contract sanctions as it or the Department may

determine to be appropriate, including, but not limited to actions defined in Article 7.1., "Ethics," or Article 5.1., "Authority of Engineer."

- 3.6. **Incorporation of Provisions.** The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Recipient or the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision 000

Important Notice to Contractors



1. GENERAL

In accordance with Texas Transportation Code §223.012, the Engineer will evaluate Contractor performance based on quality, safety, and timeliness of the project.

2. DEFINITIONS

- 2.1. **Project Recovery Plan (PRP).** A formal, enforceable plan developed by the Contractor, in consultation with the District, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct project-specific performance deficiencies.

In accordance with 43 TAC §9.23, the District will request a PRP if the Contractor's performance on a project is below the Department's acceptable standards and will monitor the Contractor's compliance with the established plan.

- 2.2. **Corrective Action Plan (CAP).** A formal, enforceable plan developed by the Contractor, and proposed for adoption by the Construction Division or Maintenance Division, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct statewide performance deficiencies.

3. CONTRACTOR EVALUATIONS

In accordance with 43 TAC §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- interim evaluations at or within 30 days after the anniversary of the Notice to Proceed, for Contracts extending beyond 1 yr. and
- final evaluation, upon project closeout.

In case of a takeover agreement, neither the Surety nor its performing Contractor will be evaluated.

In addition to regularly scheduled evaluations, the Engineer may schedule an interim evaluation at any time to formally communicate issues with quality, safety, or timeliness. Upon request, work with the Engineer to develop a PRP to document expectations for correcting deficiencies.

Comply with the PRP as directed. Failure to comply with the PRP may result in additional remedial actions available to the Engineer under Item 5, "Control of the Work." Failure to meet a PRP to the Engineer's satisfaction may result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a PRP, including consideration of sufficient time.

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision on a Contractor's evaluation score and recommendation of action required in a PRP or follow-up for noncompliance is final.

4. DIVISION OVERSIGHT

Upon request of the Construction Division or Maintenance Division, develop and submit for Division approval a proposed CAP to document expectations for correcting deficiencies in the performance of projects statewide.

Comply with the CAP as directed. The CAP may be modified at any time up to completion or resolution after written approval of the premise of change from the Division. Failure to meet an adopted or revised adopted CAP to the Division's satisfaction within 120 days will result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Division will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a CAP, including consideration of sufficient time and associated costs as appropriate.

5. PERFORMANCE REVIEW COMMITTEE

The Performance Review Committee, in accordance with 43 TAC §9.24, will review at minimum all final evaluations, history of compliance with PRPs, any adopted CAPs including agreed modifications, any information about events outside a Contractor's control contributing to the Contractor's performance, and any documentation submitted by the Contractor and may recommend one or more of the following actions:

- take no action,
- reduce the Contractor's bidding capacity,
- prohibit the Contractor from bidding on one or more projects,
- immediately suspend the Contractor from bidding for a specified period of time, by reducing the Contractor's bidding capacity to zero, or
- prohibit the Contractor from being awarded a Contract on which they are the apparent low bidder.

The Deputy Executive Director will determine any further action against the Contractor.

6. APPEALS PROCESS

In accordance with 43 TAC §9.25, the Contractor may appeal remedial actions determined by the Deputy Executive Director.

Special Provision 000

Certificate of Interested Parties (Form 1295)



Submit Form 1295, "Certificate of Interested Parties," in the following instances:

- at Contract execution for Contracts awarded by the Commission,
- at Contract execution for Contracts awarded by the District Engineer or Chief Engineer with an award amount of \$1 million or more,
- at any time an existing Contract awarded by the District Engineer or Chief Engineer increases in value to \$1 million or more because of changes in the Contract,
- at any time there is an increase of \$1 million or more to an existing Contract (e.g., change orders, extensions, and renewals), and
- at any time there is a change to the information in Form 1295, when the form was filed for an existing Contract.

Form 1295 and instructions for completing and filing the form are available on the Texas Ethics Commission website.

Special Provision 000

Important Notice to Contractors



Table 1
Daily Contract Administration Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and Including	
0	1,000,000	618
1,000,000	3,000,000	832
3,000,000	5,000,000	940
5,000,000	15,000,000	1,317
15,000,000	25,000,000	1,718
25,000,000	50,000,000	2,411
50,000,000	Over 50,000,000	4,265

In addition to the amount shown in Table 1, the liquidated damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

Special Provision to Item 000

Small Business Enterprise in State-Funded Projects



1. DESCRIPTION

The purpose of this Special Provision is to implement the Department's policy of ensuring that SBEs have an opportunity to participate in the performance of Contracts. If the SBE goal is greater than zero, Section 2.1., "Article A—SBE Goal is Greater than Zero," will apply to this Contract; otherwise, Section 2.2., "Article B—No SBE Goal," will apply. The percentage goal for SBE participation in the work to be performed under this Contract will be in accordance with the proposal.

2. DEFINITIONS

A Small Business Enterprise (SBE) is a firm certified as such by the Department. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

2.1. Article A—SBE Goal is Greater than Zero.

2.1.1. Policy. The Department is committed to providing contracting opportunities for small businesses. Therefore, it is the Department's policy to develop and maintain a program to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's SBE Program apply to this Contract as follows.

The Contractor will make a good faith effort to meet the SBE goal for this Contract.

The Contractor and any subcontractors will not discriminate on the basis of race, color, national origin, age, disability, or sex in the award and performance of this Contract. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

After a conditional award is made to the low Bidder, the Department will determine the adequacy of a Contractor's efforts to meet the Contract goal, in accordance with Section 2.1.2., "Contractor's Responsibilities." If the requirements in accordance with Section 2.1.2., "Contractor's Responsibilities," are met, the Contract will be forwarded to the Contractor for execution.

The Contractor's performance in meeting the SBE goal during the construction period of the Contract will be monitored by the Department.

2.1.2. Contractor's Responsibilities. These requirements must be satisfied by the Contractor. An SBE Contractor may satisfy the SBE requirements by performing at least 25% of the Contract work with their own organization in accordance with Item 8, "Prosecution and Progress."

The Contractor must complete an SBE Commitment Agreement Form for each SBE-certified firm the Contractor intends to use to satisfy the SBE goal. The SBE Commitment Agreement Form must be submitted to the Department's Civil Rights Division (CIV) in Austin, Texas, no later than 5 P.M. on the 10th business day, excluding national holidays, after the conditional award of the Contract. When requested, additional time not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

A Contractor that cannot meet the Contract goal, in whole or in part, must document the good faith efforts taken to meet the SBE goal. The Department will consider as good faith efforts all documented explanations

that are submitted and that describe a Contractor's failure to meet an SBE goal or obtain SBE participation, including:

- advertising in general circulation, trade association, and minority- or women-focused media regarding subcontracting opportunities,
- dividing the Contract work into reasonable portions in conformance with standard industry practices,
- documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- providing qualified SBEs with adequate information pertinent to bonding, insurance, plans, Specifications, scope of work, and the requirements of the Contract,
- negotiating in good faith with qualified SBEs, not rejecting qualified SBEs that are also the lowest responsive Bidder; and
- using the services of available minorities and women; community organizations; Contractor groups; local, state, and federal business assistance offices; and other organizations that provide support services to SBEs.

The good faith effort documentation is due at the time and place in accordance with this Section. CIV will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Department.

Should the Bidder to which the Contract is conditionally awarded refuse, neglect, or fail to meet the SBE goal or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid will become the property of the State, not as a penalty, but as liquidated damages.

The Contractor must not terminate an SBE subcontractor submitted on a commitment agreement for a Contract with an assigned goal without the prior written consent of the Department.

The Contractor must designate an SBE contact person who will administer the Contractor's SBE program and who will be responsible for submitting reports, maintaining records, and documenting good faith efforts to use SBEs.

The Contractor must inform the Department of the representative's name, title, and telephone number within 10 days of beginning work.

2.1.3. **Eligibility of SBEs.** The Department certifies the eligibility of SBEs.

Firms certified as SBEs are listed in the Department's online directory located at <https://txdot.txdotcms.com/>.

Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor in accordance with Section 2.1.2., "Contractor's Responsibilities."

Certified HUBs and DBEs are eligible as SBEs.

The Department's SBE Program is governed by 43 TAC, Chapter 9, Subchapter K, "Small Business Enterprise (SBE) Program."

2.1.4. **Determination of SBE Participation.** SBE participation will be counted toward meeting the SBE goal in this Contract in accordance with the following.

A Contractor will receive credit for all payments actually made to an SBE for work performed and costs incurred in accordance with the Contract, including all subcontracted work.

An SBE Contractor or subcontractor may not subcontract more than 75% of a Contract. The SBE must perform no less than 25% of the value of the Contract work with their own organization in accordance with Item 8.

An SBE may lease equipment consistent with standard industry practice. An SBE may lease equipment from the prime Contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Department before the SBE starting the work in accordance with the following.

- If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment must be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the jobsite.
- For equipment that is not specialized, the SBE must provide the operator and be responsible for all payroll and labor compliance requirements.

- 2.1.5. **Records and Reports.** The Contractor must submit monthly reports of SBE payments (including payments to HUBs and DBEs) to the Area Engineer's Office after work begins. These reports will be due within 15 days after the end of a calendar month.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for monthly reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting good faith efforts, in accordance with Section 2.1.2., "Contractor's Responsibilities," must be submitted with the SBE Final Report.

SBE subcontractors and suppliers should be identified on the monthly report by SBE certification number, name, and the amount of actual payment made to each during the monthly period. These reports are required regardless of whether SBE activity has occurred in the monthly reporting period.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

- 2.1.6. **Compliance of Contractor.** To ensure compliance with SBE requirements of this Contract, the Department will monitor the Contractor's efforts to involve SBEs during the performance of this Contract. This will be accomplished by a review of monthly reports submitted by the Contractor indicating their progress in achieving the SBE Contract goal and by compliance reviews conducted by the Department.

A Contractor's failure to comply with the requirements of this Special Provision will constitute a material breach of this Contract. In such a case, the Department reserves the right to employ remedies as the Department deems appropriate in the terms of the Contract.

- 2.2. **Article B—No SBE Goal.**

- 2.2.1. **Policy.** It is the Department's policy that SBEs will have an opportunity to participate in the performance of Contracts.

- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor must offer SBEs an opportunity to participate in the performance of Contracts and subcontracts. If an SBE is used, the requirements in accordance with Section 2.1.4., "Determination of SBE Participation," will apply.

- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor will not discriminate on the basis of race, color, national origin, religion, age, disability, or sex in the award and performance of Contracts. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

- 2.2.4. **Records and Reports.** The Contractor must submit annual reports pertinent to SBEs (including HUBs and DBEs) to the Area Engineer's Office by August 31 or at project completion, whichever comes first.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs.

SBE subcontractors and suppliers should be identified on the report by SBE certification number, name, and the amount of actual payment made.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

Special Specification 4013

Special Surface Filler



1. DESCRIPTION

Fill cracks over 1/32 in. and other surface defects such as small pop outs with a gun-grade elastomeric sealant before overcoating in accordance with special specification "Special Concrete Protective Coat."

2. MATERIALS

Provide material that is a one-component; polyurethane-based; non-sag elastomeric sealant that meets ASTM C 920; Type S; Grade NS; Class 100/50; Use T, NT, G, or M. Acceptance of the product is based on a letter from the Manufacturer to the Materials and Tests Division (MTD) stating the product meets the requirements of this specification. This letter should be accompanied with a test report from an independent third-party laboratory.

3. CONSTRUCTION

Select and apply a sealant with an appropriate Use (T, NT, G, or M) based on the location of the cracks and the definitions provided by ASTM C920. Ensure cracks and surface defects to be repaired are sound, dry, and clean of any foreign material. Use preparation, filling, and tooling that are in conformance with the manufacturer's specifications. Apply the sealant when the temperature is above 50°F and will remain above 50°F within 24 hrs. after application. Do not apply the material if it is raining or snowing, or if such conditions are imminent. Use a curing time as recommended by the manufacturer but allow a minimum of four days cure time before overcoating in accordance with special specification "Special Concrete Protective Coat."

Ensure a manufacturer's technical representative is present on the first day of surface filling operations to ensure correct interpretation of the manufacturer's specifications.

4. MEASUREMENT

This Item will be measured by the gallon to the nearest 0.1 gal. of material.

5. PAYMENT

Work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price for "Special Surface Filler." This price is full compensation for materials, equipment, labor, work, tools, and incidentals.

Special Specification 4014

Special Concrete Protective Coat



1. DESCRIPTION

Apply a protective coating system on concrete surfaces as shown on the plans and as directed to protect concrete members from damage due to premature concrete deterioration.

2. MATERIALS

Supply the materials and equipment required to apply the coating. Provide a concrete coating that meets the following material requirements.

- 2.1. **General.** The coating must be gray in color and smooth in texture. Provide a one-component, acrylic, elastomeric, crack-bridging, anti-carbonation, and water-vapor permeable protective coating. Ensure the product is intended for exterior applications. Acceptance of the product will be based on a letter from the manufacturer to the Materials and Tests Division stating the product meets the requirements of Department's material Specifications and the requirements of Table 1. This letter should be accompanied by a recent test report from an independent third-party laboratory. The test report should not be more than 3 yr. old.

Table 1
Elastomeric Acrylic Coating Properties

Property	Requirement	Specification
Pot life	Indefinite	–
Moisture vapor permeability	10.0 perms–20.0 perms	ASTM E96
Tensile properties	Elongation at break at 74°F ±1°F: Min 600%	ASTM D412 modified
	Elongation at break at 0°F ±1°F: Min 200%	
Resistance to wind-driven rain	No passage of water through coating	FED TT-C-555B
Weathering	No chalking or cracking after 10,000 hr.	ASTM G23

3. CONSTRUCTION

- 3.1. **Surface Preparation.** Prepare the concrete surface to be coated so that it is sound, dry, and clean of any foreign material. Prepare the surface in accordance with National Association of Corrosion Engineers No. 6/SSPC-SP13, ICRI No. 310.2R, CSP 1-3, and the manufacturer's specifications, except that blast cleaning is required. If the surface becomes soiled, as determined by the Engineer, after either the initial cleaning or the first coating, clean the surface at no additional cost to the Department. Perform crack and surface defect repairs to the existing concrete parapet before coating in accordance with Special Specification 4013, "Special Surface Filler." Ensure that surface preparation does not adversely affect the repaired areas. Mix, apply, and cure the coating in conformance with the manufacturer's specifications, except application by spraying is not allowed. A manufacturer's technical representative must be present on the first day of the surface preparation operations and the first day of coating operations to ensure correct interpretation of the manufacturer's specifications.
- 3.2. **Application.** Do not apply the material if it is raining or snowing, or if such conditions are imminent. The application temperature must be between 50°F and 90°F. The concrete surface should be dry at the time of application. Concrete surface dryness must be confirmed using plastic sheet method (ASTM D4263). Apply the protective coat in two coats. The application rate per coat must produce a dry film thickness of 8 mils–10 mils (200 microns [µm]–250 µm). The final dry film thickness of protective coat system must be

16 mils–20 mils (400 μm –500 μm). Any additional coatings or removal of coatings to stay within the total system range is the Contractor's responsibility and must be accomplished at no additional cost to the Department.

- 3.3. **Control of Work.** Protect pedestrian, vehicular, watercraft, or other traffic upon or underneath the structure and roadway, and all portions of the structure or roadway, against damage or disfigurement during surface preparation and protective coat operations. When performing surface preparation or applying the protective coat over waterways, implement controls necessary to avoid contamination of the water, spills into the water, or films from collecting on the water surface during operations. If the Engineer determines that the protection methods are not effective, the Engineer will withdraw approval of operations until protective measures are approved.

4. MEASUREMENT

This Item will be measured by the square yard.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Special Concrete Protective Coat." This price is full compensation for materials, equipment, labor, work, tools, and incidentals.

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